

June 28, 2019

Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

<u>ITEM:</u>	Memorandum of Understanding between MSU Extension & Cascade County
<u>INITIATED BY:</u>	Cascade County ExpoPark & Board of Cascade County Commissioners
<u>ACTION REQUESTED:</u>	Approval of Contract #19-83
<u>PRESENTED BY:</u>	Carey Ann Haight, Deputy County Attorney Jane Weber, County Commissioner

SYNOPSIS:

Superintendents are important to the success of the 4-H Activities at Montana State Fair. As such, Cascade County wishes to formalize an agreement between Montana State University Extension and Cascade County to clarify the respective relationships and responsibilities for activities requiring 4-H Superintendents. Those activities include the need to secure at least one (1) 4-H Area Superintendent each for the Static, Rabbit, Horse and Poultry Divisions. Under an MOU, Montana State University Extension will be responsible for the supervision of the Superintendents and ensure the Superintendents comply with the processes outlined by the ExpoPark Manager and defined in the MOU. Under this MOU, the Superintendents are not employees of Cascade County. The County agrees to provide a lump sum payment totaling \$2,983.25 to the MSU Extension Services. Extension shall deploy these funds for the purpose of securing the necessary Superintendents and shall disburse the funds in Extension's sole and absolute discretion. The amount calculated was determined from past amounts allocated as follows: \$850 for Static Superintendent; \$650 for an assistant Static Superintendent; \$425 each for the Horse, Rabbit, and Poultry Superintendents; and \$208.25 for employee assistant. Again, the Extension Service has sole discretion on how they deploy the lump sum payment for the Superintendents as long as one (1) Superintendent is provided for each of the four categories – Static, Rabbit, Horse and Poultry Divisions. In addition, the County shall also provide necessary office supplies and forms; utilities and display space, sponsor money and prizes; compensation for the judges as appropriate and premium money to exhibit winners.

RECOMMENDATION:
Approval of Contract #19-83

June 28, 2019

Agenda #1

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission approve Contract #19-83 authorizing a lump sum payment of \$2,983.25 to MSU Extension for the purpose of securing and supervising a minimum of one (1) Superintendent for the 4-H Static, Rabbit, Horse and Poultry Divisions during Montana State Fair at Expo Park.

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission not approve Contract #19-83 authorizing a lump sum payment of \$2,983.25 to MSU Extension for the purpose of securing and supervising a minimum of one (1) Superintendent for the 4-H Static, Rabbit, Horse and Poultry Divisions during Montana State Fair at Expo Park.

MEMORANDUM OF UNDERSTANDING

Montana State University Extension ("Extension") and Cascade County ("County") enter into this Memorandum of Understanding ("MOU") to clarify their respective relationships and responsibilities for 4-H activities at the Montana State Fair ("Fair") at Cascade County's ExpoPark, particularly the securing of at least one (1) 4-H Area Superintendent ("Superintendent") each for the Static, Rabbit, Horse and Poultry Divisions.

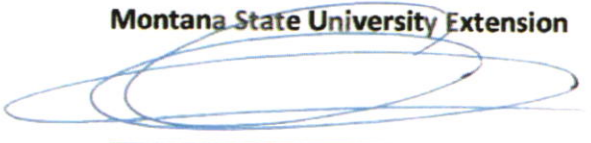
The parties agree as follows:

1. The Montana State University Extension will be responsible for the supervision of Superintendents for the Static, Rabbit, Horse and Poultry Divisions. The parties agree that the Superintendents will perform the activities outlined in Attachment A.
2. The parties agree and understand the Superintendents are not employees of Cascade County.
3. Cascade County agrees to provide the funding for the Extension to accomplish the activities outlined in Attachment A.
4. County Responsibilities:
 - a. Financial Contribution. County shall contribute a total of \$2,983.25 (Two Thousand Nine Hundred Eighty-Three Dollars and Twenty-Five Cents). This amount will be paid in a lump sum within thirty days of executing this MOU. Extension shall disburse the funds in Extension's sole and absolute discretion. For illustrative purposes, past amounts have been allocated as follows: \$850 for Static Superintendent; \$650 for an assistant Static Superintendent; \$425 each for the Horse, Rabbit, and Poultry Superintendents; and \$208.25 for employee assistant.
 - b. Office Supplies and Forms. The Supply Request Form will be fulfilled by the Entry Office as County deems reasonably necessary.
 - c. Sponsor Money and Prizes. County will, in its sole and absolute discretion, pay premium money to Exhibitors. County will provide Prizes as set forth herein.
 - d. Judges. County shall compensate Horse, Rabbit, and Poultry Judges. Judges for the Static, Division shall be unpaid. County may, in addition, provide accommodations and/or meals for one or more Judges in its sole and absolute discretion.
 - e. Utilities. County shall provide utilities, such as power, electricity, garbage and water.
5. Division Areas. The County will make the following Premises locations available for each Division:
 - a) Static– Designated Portion of Exhibition Hall, from 8 a.m. July 15 through midnight, August 6, 2019.
 - b) Rabbit – Designated Portion of the Poultry Barn, July 29, 2019 from 8 a.m. to midnight, inclusive of cleanup.
 - c) Poultry – Designate Portion of the Poultry Barn, August 1, 2019 from 8 a.m. to midnight, inclusive of cleanup.

- d) Horse – Livestock Pavilion and Warm-up Arena, August 3, 2019 from 7a.m. – 11:50 p.m.
6. Term of Agreement. This MOU is intended to provide terms and conditions agreed to by both parties for the period from the date of signing through August 5, 2019.
 7. Renewal. This MOU shall renew on the anniversary date of the initial signing unless either party provides notice to the other no less than ninety (90) days prior to the date of the renewal of its intent to not renew. County shall make a financial contribution to Extension each year the MOU is renewed. At renewal, any increase to the lump sum payment may be modified as necessary to ensure the sum remains commensurate with the remuneration of other State Fair Superintendents.
 8. Operational and Programmatic Control. County shall retain exclusive control over all Fair operations and Fair processes. Extension will engage no less than one (1) Superintendent for the Static, Rabbit, Horse and Poultry Divisions for the Fair. Extension will have exclusive programmatic control over the Divisions and shall be responsible for the selecting, retaining, supervision, direction and any payment or stipend distributed to each Superintendent.
 9. Termination. Notwithstanding the other terms and conditions of this MOU, either party may terminate this MOU in writing with 90 days' notice to the other party.
 10. Applicable Rules and Regulations. Superintendents shall strictly adhere to the rules of the Division and shall comply at all times to the rules and regulations of the Montana State Fair. General Fair rules are available on the internet at www.goexpopark.com, under Exhibitor Information in the General Information Section and in their Premium Book. In the event of a conflict between the Division rules, this MOU and Montana State Fair rules and regulations, the Montana State Fair rules and regulations shall govern.
 11. Insurance and Destruction of the Premises. The parties acknowledge that fire and casualty insurance on the building and premises are maintained by County. If during the term of this MOU, the Premises are destroyed by fire or by the elements, or if said Premises are partially destroyed so as to render them unfit for use, then in any of such events, the County may immediately terminate this MOU, in its sole and absolute discretion, without recourse of any kind or nature by Extension.
 12. Compliance with Workers' Compensation Act. Extension shall comply with the provisions of the Montana Workers' Compensation Act while performing work under the terms of this Agreement in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. The parties agree and understand that the State of Montana, Extension, MSU, its officials and employees are self-insured under the provisions of Title 2, Ch. 9, Montana Codes Annotated. MSU will maintain such worker's compensation insurance required for state agencies as provided under Title 2, Ch. 9, Montana Codes Annotated. A certificate of insurance will be provided upon request. Neither Extension nor its employees or other individuals engaged by Extension hereunder are County employees. This insurance/exemption must be valid for the entire contract term and any renewal.

13. Use and Condition of Premises. Extension shall use the Demised Premises as an Exhibition area during Fair to showcase 4-H Exhibitors. No other use of the Premises shall be permitted without the prior written consent of County. Extension shall maintain the Premises in a clean, safe and sanitary condition and shall not permit any use of the premises, or any part thereof, in violation of any national, state, county or municipal law, ordinance or regulation.
14. Furnishings. All items of equipment, furnishings, and trade fixtures contained on the Premises shall remain the property of the County.
15. Improvements and Alternations. Extension is not authorized to make any alterations or improvements to the Premises herein demised without the express prior written consent of County.
16. Subletting, Subleasing, and Assignment. Extension shall not sublet or sublease any part or all of the Premises herein, nor shall this MOU be subject to assignment without the express prior written consent of County.
17. Third-Party Beneficiaries. The parties enter into this MOU only for the benefit of Extension and Cascade County; there are no third-party beneficiaries under this MOU.
18. Choice of Law, Costs and Fees. This MOU shall be construed under the laws of the State of Montana. In any dispute, whether litigated or not, the parties shall bear their own costs and attorney fees.
19. Waiver. Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of a party to thereafter enforce each and every provision of this MOU. No waiver of any breach of any provision of this MOU shall constitute a waiver of any other subsequent breach of any provision of this MOU.
20. Entire Agreement and Modifications. This MOU constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This MOU cannot be modified unless said modification is reduced to writing and executed by both parties.
21. Mutual Consent. The parties hereto mutually assent to the terms of this MOU and have signed this MOU on the day and year set forth below.

Montana State University Extension



Cody Stone, Executive Director



Date

**Board of County Commissioners
Cascade County**

Joe Briggs, Chairman

James L. Larson, Commissioner

Jane Weber, Commissioner

ATTEST

On this ___ day of _____ 2019, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

ATTACHMENT A: VOLUNTEER SUPERINTENDENT DUTIES

1. Prior To Fair:

- a. **Meetings.** Each Superintendent shall attend four (4) Superintendent meetings as set by County.
- b. **Premium Book.** Extension office will provide a "copy ready" Premium Sections for the Static, Rabbit, Horse, and Poultry Divisions.
- c. **Premium and Prizes.** Each Superintendent shall complete the Awards Request Form for ribbons and rosettes ("Prizes") and submit it to the Entry Office by the established deadline. County may consider prior year Prize awards but ultimately, shall determine all Prize awards in its sole and absolute discretion.
- d. **Judges.**
 - i. The Static Superintendent(s) shall identify qualified Judges for their Division and make all necessary arrangements.
 - ii. The Rabbit, Horse and Poultry Superintendents shall utilize Judges otherwise provided by County. Poultry and Rabbit shows will be based upon Judge scheduling availability. Otherwise, Extension may, in its discretion, identifying qualified Judge(s) for such shows as requested on the Judge's Request Form and further subject to approval by County. All Judge's Request Forms must be submitted by the established deadline.
- e. **Area Set Up.** Each Superintendent shall work with the Entry Office to complete and timely return all required forms to the Entry office. Superintendents shall prepare their Division Area ("Demised Premises" or "Premises") for Exhibits at their designated times. The Supply Order Request form must be completed and submitted by the established deadline to ensure necessary supplies are available. The Supply Box will be returned to the Entry Office with all unused materials for the following year.
- f. **Exhibitors.** Superintendents shall encourage Entries and work with Exhibitors to submit their Entry Forms which are available at www.msuextension.com (Cascade).
- g. **4-H Entry Forms.** Completed 4-H Entry Forms are due to the Entry Office at the designated time to ensure entry into the database. Upon completion, the Entry Forms are returned to the 4-H Department to be used for Judging.

2. At Fair:

- a. **Receives Exhibits.** Superintendents shall meet Exhibitors upon arrival and accept or reject the Exhibit.
- b. **Monitors Exhibits and Interacts with Public.** Superintendents shall ensure Entry Tags and Prizes are securely fastened to each Entry. The Superintendent(s) shall ensure that

Exhibits are monitored and kept safe during Exhibit hours and are encouraged to have all personnel greet the public and answer questions.

- c. **Reports Accidents.** When witness to an accident, the 4-H Superintendent(s) shall promptly notify the Entry Office Manager or ExpoPark Administration as well as complete an Incident Report, being careful to include the name(s), phone number(s), address of witnesses and the accident victim(s) as well as provide a detailed description of the incident (Who, What, Where, When, How, and Why).

3. Judging:

- a. **Set Up.** The Building Request, Supply Request, and Award Request shall be completed for each Division to ensure all items that are necessary are available for that Division's use.
- b. **Introductions.** The Superintendents shall meet with the Judge at the appointed time and place and ensure the Judge is familiar with the system of judging used in the Division. The Superintendents shall be available to answer questions that the Judge may ask about each class but otherwise does not discuss Entries with the Judge.
- c. **4-H Entry Sheets.** Each Superintendent shall ensure that Judges mark and initial the Entry sheets and records in ink. The Superintendent shall ensure that only the Judge makes corrections to any errors or changes that may be required and that the Judge initials all such changes.
- d. **Prizes.** County will provide Prizes previously set forth herein. County shall evaluate prizes annually to determine any changes.
- e. **Post-Judging.** The Superintendent shall creatively arrange the Exhibits after Judging so that the names of the Exhibitors and Prize awarded are visible.

4. After Fair:

- a. **Releases Exhibits.** The Superintendent(s) for the Static Division shall be available, without exception, from 10 a.m. to 2 p.m. on Sunday following the last day of Fair to release Exhibits. Superintendents shall deliver all Exhibits remaining in the Premises between the hours of 2 p.m. – 4 p.m. on Sunday to the Entry Office.
- b. **Clean and Surrender Premises.** Extension shall be responsible for cleaning the Demised Premises following Fair and restoring the Premises to the same condition which the Superintendent initially received the Premises hereunder prior to Fair. Extension shall be financially responsible for all damage to the Premises, normal wear and tear excepted. Each Premises shall be surrendered to County no later than as specified herein for the applicable Division.
- c. **Checks in Supply Boxes and Specialty Items.** Each Superintendent shall return all supplies and any specialty items to the designated location and/or the Entry Office, along with the Ribbon Boxes and the Supply Inventory Sheet.

- d. **Attends Post-Fair Superintendent Meeting.** Each Superintendent shall complete the Superintendent Survey and deliver the Survey to the Entry Office as well as attend the Post-Fair meeting as scheduled. Each Superintendent shall provide appropriate and constructive feedback to County on issues and possible ideas for improving and enhancing Fair.

June 28, 2019

Agenda #2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Extension Services Agreement between Montana State University Extension and Cascade County, Montana for the funding and operation of Extension

INITIATED & PRESENTED BY: Katrin Finch, Agent
MSU Cascade County Extension Office

ACTION REQUESTED: Approval of Contract 19-84

SYNOPSIS:

Cascade County will contribute funds for the support of Montana State University Extension work in agriculture and natural resources, family and consumer sciences, 4-H/youth development, community development, and related subjects in the amounts and for the purposes specified in the following budget.

Effective Dates: July 1, 2019 - June 30, 2020
Total: \$228,152.00.

RECOMMENDATION: Approve Contract 19-84.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chair, I move the Cascade County Commission approve Contract #19-84, Extension Services Agreement between Montana State University Extension and Cascade County, Montana for the funding and operation of Extension; Effective Dates: July 1, 2019 - June 30, 2020 for the total of \$228,152.00."

MOTION TO DISAPPROVE:

"Mr. Chair, I move the Cascade County Commission disapprove Contract #19-84, Extension Services Agreement between Montana State University Extension and Cascade County, Montana for the funding and operation of Extension; Effective Dates: July 1, 2019 - June 30, 2020 for the total of \$228,152.00."



**FY2020 Extension Services Agreement
between
Montana State University Extension
and
Cascade County, Montana**

The parties hereto enter into this agreement for the funding and operation of Extension in the above named county. This agreement is entered into under the authority 7-21-3203 MCA; the Smith-Lever Act of May 8, 1914, and subsequent Acts of the Congress of the United States.

BUDGET AND PERIOD COVERED: The above named county will contribute funds for the support of extension work in agriculture and natural resources, family and consumer sciences, 4-H/youth development, community development, and related subjects in the amounts and for the purposes specified in the following budget. Montana State University Extension will contribute the amounts necessary to pay the balance of the cooperatively financed salaries and all of the payroll benefits of county Extension agents assigned to the above county. It is recommended by MACo that the county provide support to the MSU Extension Service for each agreed-upon full-time equivalent (FTE) at the level of 65% of the Clerk and Recorder's salary. For FY2020, counties may choose to contribute at the 65% formula level or a maximum of \$37,000 (50% of the average agent salary plus benefits). The maximum contribution is subject to annual review to allow for salary and benefit inflation.

This agreement covers the period beginning July 1, 2019 and ending June 30, 2020.

FY20 Clerk/Recorder Bases Salary = \$64,327.90

Foundational Support of Agents

Position	Name	FTE	Employment	Comm. Allow.	Total Contrib.
Agent, Chair	Rose Malisani	1.00	\$37,000.00		\$37,000.00
Agent	Katrin Finch	1.00	\$37,000.00		\$37,000.00
Agent	Jerrica Seilstad	1.00	\$37,000.00		\$37,000.00

Total County contribution to agents' salaries for contracted services* \$111,000.00

Supplemental Support

Employee Name	Purpose of funds	Contribution

Total supplemental support \$0.00

Total County Funding:

Personnel:	FTE	Name	Salary
Admin Support	1.00	April McLean	\$28,205.00
Admin Support	1.00	FTE	\$26,546.00
Co. Only Funded Agent or Other			
Program Assistant or Other (please enter description here)			
Other (please enter description here)			
		Total Support Staff Salaries	\$54,751.00
		Support Staff Benefits (incl. Term Pa	\$17,529.00
		Agent Salary Support	\$111,000.00
		Agent Termination Pay	\$0.00
		Total Personnel Costs	\$183,280.00
Operations:		Travel	\$4,275.00
		All Other	\$40,597.00
		Total Operations	\$44,872.00
Capital:		Total Capital	\$0.00
		TOTAL ALL ITEMS	\$228,152.00

Additional Information (include information concerning cooperative arrangements between counties or with weed districts, special arrangements for part-time agents, etc.):

1. EXPENDITURE OF FUNDS: Expenditure of funds will not exceed the amounts appropriated, but transfers of funds between items within the budget may be approved, as permitted by State law. Money appropriated by the County for operations shall be expended by county warrant in accordance with regular procedures followed by the County. MSU Extension will bill the County for its portion of the agents' salaries. Money appropriated from State and Federal funds as well as County funds for agents' salaries will be paid directly to the agents each month by the MSU Extension, Montana State University, Bozeman, Montana 59717-2230.

2. COUNTY ACCOUNTS: It is agreed by MSU and the County Commissioners that all financial accounts managed by the Extension office will be subject to such audits as are determined necessary in compliance with County, MSU or State auditing requirements. If either party has reason to believe that the Extension staff is engaged in any financial malfeasance, misappropriation or misuse of funds managed by the Extension office, it will promptly notify the other party and conduct an audit or investigation. Any audit or investigation conducted by MSU or the County regarding funds managed by the Extension office shall be made available to the other party.

3. OFFICE SPACE, ADMINISTRATIVE SUPPORT, OPERATIONS AND EQUIPMENT: The Board of County Commissioners, with the agreement of Extension administration, shall provide sufficient office space, administrative support, operational and capital support for the county-based MSUE faculty.

4. SELECTION AND APPOINTMENT OF AGENTS: The MSU Extension, in cooperation with the County Commissioners, will develop a position announcement for any vacant Extension agent positions in the county. The MSU Extension will assess the qualifications of one or more candidates on the basis of education, experience, and other criteria listed in the position announcement. An applicant review committee will be appointed to interview the selected candidates and make recommendations. MSU Extension is the hiring authority for the position. Extension agents will be appointed as adjunct or tenure track faculty of Montana State University and, in some cases, may have appointments with the United States Department of Agriculture and would be subject to the privileges and responsibilities consistent with these appointments and the position. One member of the County Extension faculty will be appointed as chairperson and serve as the county department head for the Extension Office and as liaison between the MSU Extension and the county.

5. COUNTY EXTENSION PROGRAM: The Director of the MSU Extension is responsible for the work done under the name of Extension. The County Extension faculty will annually submit, on predetermined dates, a Plan of Work based on county priorities and needs. Approval of these plans of work will be given by the Regional Department Head. An annual report will also be submitted in the format provided.

6. ENSURING EFFECTIVE SERVICE: The parties to this agreement are mutually interested in providing the people of the county with an effective educational program in agriculture and natural resources, family & consumer sciences, 4-H/youth development, community development, and related subjects. Provision of the highest level of services requires a well-managed office and personnel who are capable of working effectively with people. The parties agree that any concerns about services, staff or operation of the county Extension program will immediately be discussed between the Director or his/her designee and the County Commissioners or their designee, and every effort made to provide a solution. Annual salary rates may be adjusted when changes in personnel occur, but such adjustments will not change the schedule for county contributions to the salaries of county Extension agents. The resignation of an Extension Agent does not affect continuance of this agreement. Counties will not be billed during periods when a vacancy exists.

7. TERMINATION PAY: Upon resignation, termination or retirement of the Extension agent, each party shall be responsible for its share of termination pay for annual and sick leave based upon the budget agreement in effect. In the case of transfers from one county to another, Extension administration will notify the county from which the agent departed of the sum of money to be paid to the county of destination.

8. DURATION OF AGREEMENT: This agreement shall cover the period stated on the budget agreement form, except that it may be terminated by either party, without cause, ninety (90) days after written notice is delivered to the other party.

9. EQUAL OPPORTUNITY: The U.S. Department of Agriculture (USDA), Montana State University and the Montana State University Extension Service prohibit discrimination in all of their programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status.

The County confirms that the Clerk/Recorder salary recorded on page one is accurate for time period of this agreement. In the event the an error is discovered in this agreement, the county and MSUE (county chair and regional department head) will correct the error and develop reasonable payment adjustments.

BOARD OF COUNTY COMMISSIONERS

Commissioner Date

Chief Executive Officer (if applicable) Date

Commissioner Date

Director, Montana State University Extension Date

Commissioner Date